

**STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.**

0 Valuation of Security

1 Assumption of Executory Contract or Unexpired Lease

0 Lien Avoidance

Last revised: August 1, 2020

**UNITED STATES BANKRUPTCY COURT**  
**District of New Jersey**

In Re: **Betsy Rocio Cassiani**

Case No.:	20-22298
Judge:	VFP

Debtor(s)

**CHAPTER 13 PLAN AND MOTIONS**

Original  
 Motions Included

Modified/Notice Required  
 Modified/No Notice Required

Date: January 17, 2023

THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE.

**YOUR RIGHTS MAY BE AFFECTED**

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the Notice. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

**The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

THIS PLAN:

- DOES  DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.
- DOES  DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.
- DOES  DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney JR Initial Debtor: BR Initial Co-Debtor \_\_\_\_\_

### Part 1: Payment and Length of Plan

a. The debtor shall pay 400.00 Monthly to the Chapter 13 Trustee, starting on February 1, 2023 for approximately 9 months and then \$1,175 for the next 24 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

Future Earnings  
 Other sources of funding (describe source, amount and date when funds are available):  
\$7,150 paid into the plan in the first 27 months.

c. Use of real property to satisfy plan obligations:

Sale of real property  
Description:  
Proposed date for completion: \_\_\_\_\_

Refinance of real property:  
Description:  
Proposed date for completion: \_\_\_\_\_

Loan modification with respect to mortgage encumbering property:  
Description:  
Proposed date for completion: \_\_\_\_\_

d.  The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e.  Other information that may be important relating to the payment and length of plan:

### Part 2: Adequate Protection

NONE

a. Adequate protection payments will be made in the amount of \$\_\_\_\_ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to \_\_\_\_ (creditor).

b. Adequate protection payments will be made in the amount of \$\_\_\_\_ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: \_\_\_\_ (creditor).

### Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
Scura, Wigfield, Heyer, Stevens & Cammarota, LLP	Administrative fees	\$1,250.00 Pursuant to further application to the court.

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:  
Check one:  
 None  
 The allowed priority claims listed below are based on a domestic support obligation that has been

assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
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#### Part 4: Secured Claims

##### a. Curing Default and Maintaining Payments on Principal Residence: **NONE**

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor	Regular Monthly Payment (Outside Plan)

##### b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears: **NONE**

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

##### c. Secured claims excluded from 11 U.S.C. 506: **NONE**

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation

##### d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments **NONE**

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this section ALSO REQUIRES  
the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to Be Paid

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

**e. Surrender  NONE**

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C. 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt

**f. Secured Claims Unaffected by the Plan  NONE**

The following secured claims are unaffected by the Plan:

Creditor

**Mercedes- Benz Financial Services  
Shell Point - Residence**

**g. Secured Claims to be Paid in Full Through the Plan  NONE**

Creditor	Collateral	Total Amount to be Paid through the Plan
Capital One Bank	327 W Clinton St. Haledon NJ	\$4,191.49

**Part 5: Unsecured Claims  NONE**

a. **Not separately classified** allowed non-priority unsecured claims shall be paid:

- Not less than \$ 21,194 to be distributed *pro rata*
- Not less than \_\_\_ percent
- Pro Rata* distribution from any remaining funds

b. **Separately classified unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid

**Part 6: Executory Contracts and Unexpired Leases  NONE**

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment
Mercedes Benz	n/a	Lease	Assumed	\$1,153.00

**Part 7: Motions  NONE**

**NOTE: All plans containing motions must be served on all affected lienholders, together with local**

form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A Certification of Service, *Notice of Chapter 13 Plan Transmittal and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

**a. Motion to Avoid Liens under 11 U.S.C. Section 522(f).  NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided
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**b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured.**

**NONE**

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
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**c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured.  NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured
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**Part 8: Other Plan Provisions**

**a. Vesting of Property of the Estate**

Upon Confirmation  
 Upon Discharge

**b. Payment Notices**

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.

**c. Order of Distribution**

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee Commissions
- 2) Other Administrative Claims
- 3) Secured Claims
- 4) Lease Arrearages
- 5) Priority Claims
- 6) General Unsecured Claims

**d. Post-Petition Claims**

The Standing Trustee  is,  is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

**Part 9: Modification  NONE**

**NOTE: Modification of a plan does not require that a separate motion be filed. A modified plan must be served in accordance with D.N.J. LBR 3015-2.**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: 12/2/2020.

Explain below <b>why</b> the plan is being modified:	Explain below <b>how</b> the plan is being modified:
To tier plan for the next 9 months and to increase plan payment the last 24 months.	Part 1a changed plan payment for the next 9 months and increased plan payment for the remaining 24 months. Part 3 added notice of fee application that will be filed with the court.

Are Schedules I and J being filed simultaneously with this Modified Plan?  Yes  No

**Part 10 : Non-Standard Provision(s): Signatures Required**

Non-Standard Provisions Requiring Separate Signatures:

NONE

Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

**Signatures**

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to *Local Form, Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: January 17, 2023

*/s/ Betsy Rocio Cassiani*

Betsy Rocio Cassiani

Debtor

Date:

Joint Debtor

Date January 17, 2023

*/s/ Jamal J. Romero*

Jamal J. Romero

Attorney for the Debtor(s)

In re:  
Betsy Rocio Cassiani  
Debtor

Case No. 20-22298-VFP  
Chapter 13

District/off: 0312-2  
Date Rcvd: Feb 03, 2023

User: admin  
Form ID: pdf901

Page 1 of 3  
Total Noticed: 37

The following symbols are used throughout this certificate:

**Symbol      Definition**

- + Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
- ++ Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. § 342(f)/Fed. R. Bank. P. 2002(g)(4).

## CERTIFICATE OF NOTICE

**Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 05, 2023:**

Recip ID	Recipient Name and Address
db	+ Betsy Rocio Cassiani, 327 W. Clinton Street, Haledon, NJ 07508-1529
519009614	+ Garden State Dermatology LLC, 15-01 Broadway Suite 38, Fair Lawn, NJ 07410-6026
519194711	MTA, Violations Processing Center, PO Box 15186, Albany, NY 12212-5186
519009616	+ Oncology Genpath, PO Box 21134, New York, NY 10087-1134
519194710	Port Authority of NY/NJ, Violations Processing Center, PO Box 15186, Albany, NY 12212-5186
519009617	+ Shellpoint, PO Box 619063, Dallas, TX 75261-9063

TOTAL: 6

**Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.**

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	Email/Text: usanj.njbankr@usdoj.gov	Feb 03 2023 20:44:00	U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
smg	+ Email/Text: ustpregion03.ne.ecf@usdoj.gov	Feb 03 2023 20:44:00	United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235
cr	+ Email/PDF: gecscedi@recoverycorp.com	Feb 03 2023 20:47:39	Synchrony Bank c/o PRA Receivables Management, LLC, PO BOX 41021, Norfolk, VA 23541-1021
519042817	Email/Text: Bankruptcy@absoluteresolutions.com	Feb 03 2023 20:43:00	Absolute Resolutions Investments, LLC, c/o Absolute Resolutions Corporation, 8000 Norman Center Drive, Suite 350, Bloomington, MN 55437
519027248	Email/PDF: bncnotices@becket-lee.com	Feb 03 2023 20:48:00	American Express National Bank, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
519009601	+ Email/PDF: bncnotices@becket-lee.com	Feb 03 2023 20:47:51	Amex, Correspondence/Bankruptcy, Po Box 981540, El Paso, TX 79998-1540
519009602	+ Email/Text: BarclaysBankDelaware@tsico.com	Feb 03 2023 20:44:00	Barclays Bank Delaware, Attn: Bankruptcy, Po Box 8801, Wilmington, DE 19899-8801
519066734	+ Email/PDF: rmscedi@recoverycorp.com	Feb 03 2023 20:47:49	Bureaus Investment Group Portfolio No 15 LLC, c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
519009604	+ Email/PDF: AIS.cocard.ebn@aisinfo.com	Feb 03 2023 20:47:46	Capital One, Attn: Bankruptcy, Po Box 30285, Salt Lake City, UT 84130-0285
519009607	+ Email/PDF: AIS.cocard.ebn@aisinfo.com	Feb 03 2023 20:47:39	Capital One / Saks F, Attn: Bankruptcy, Po Box 30285, Salt Lake City, UT 84130-0285
519016938	+ Email/PDF: ebn_ais@aisinfo.com	Feb 03 2023 20:47:57	Capital One Bank (USA), N.A., 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
519009608	+ Email/PDF: AIS.cocard.ebn@aisinfo.com	Feb 03 2023 20:47:54	Capital One/Neiman Marcus/Bergdorf Goodm, AttnL: Bankruptcy, Po Box 30285, Salt Lake City, UT 84130-0285

District/off: 0312-2

User: admin

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Date Rcvd: Feb 03, 2023

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519069518	+ Email/Text: bnc@bass-associates.com	Feb 03 2023 20:43:00	Cavalry SPV I, LLC, Bass & Associates, P.C., 3936 E. Ft. Lowell Road, Suite 200, Tucson, AZ 85712-1083
519009612	+ Email/PDF: Citi.BNC.Correspondence@citi.com	Feb 03 2023 20:47:58	Dsnb Bloomingdales, Attn: Recovery 'Bk', Po Box 9111, Mason, OH 45040
519029370	Email/Text: M74banko@mercedes-benz.com	Feb 03 2023 20:43:00	Daimler Trust, c/o BK Servicing, LLC, PO Box 131265, Roseville, MN 55113-0011
519035450	Email/Text: bnc-quantum@quantum3group.com	Feb 03 2023 20:44:00	Department Stores National Bank, c/o Quantum3 Group LLC, PO Box 657, Kirkland, WA 98083-0657
519014765	Email/Text: mrdiscen@discover.com	Feb 03 2023 20:43:00	Discover Bank, Discover Products Inc, PO Box 3025, New Albany, OH 43054-3025
519009611	+ Email/Text: mrdiscen@discover.com	Feb 03 2023 20:43:00	Discover Financial, Attn: Bankruptcy, Po Box 3025, New Albany, OH 43054-3025
519009613	+ Email/PDF: ais.fpc.ebn@aisinfo.com	Feb 03 2023 20:47:41	First PREMIER Bank, Attn: Bankruptcy, Po Box 5524, Sioux Falls, SD 57117-5524
519009609	Email/PDF: ais.chase.ebn@aisinfo.com	Feb 03 2023 20:47:46	Chase Card Services, Attn: Bankruptcy, Po Box 15298, Wilmington, DE 19850
519028677	+ Email/Text: RASEBN@raslg.com	Feb 03 2023 20:43:00	JPMorgan Chase Bank, N.A., s/b/m/t Chase Bank USA, N.A., c/o Robertson, Anschutz & Schneid, P.L., 6409 Congress Avenue, Suite 100, Boca Raton, FL 33487-2853
519009615	+ Email/Text: M74banko@mercedes-benz.com	Feb 03 2023 20:43:00	Mercedes-Benz Financial Services, Attn: Bankruptcy, Po Box 685, Roanoke, TX 76262-0685
519014846	+ Email/Text: bankruptcydpt@mcmcg.com	Feb 03 2023 20:44:00	Midland Credit Management, Inc., PO Box 2037, Warren, MI 48090-2037
519066107	Email/Text: mtgbk@shellpointmtg.com	Feb 03 2023 20:43:00	NewRez LLC DBA Shellpoint Mortgage Servicing, PO Box 10826, Greenville SC 29603-0826
519066733	Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com	Feb 03 2023 20:47:56	Portfolio Recovery Associates, LLC, c/o Barclays Bank Delaware, POB 41067, Norfolk VA 23541
519066712	Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com	Feb 03 2023 20:47:41	Portfolio Recovery Associates, LLC, c/o Jet Blue, POB 41067, Norfolk VA 23541
519052521	+ Email/Text: JCAP_BNC_Notices@jcap.com	Feb 03 2023 20:44:00	Premier Bankcard, Llc, Jefferson Capital Systems LLC Assignee, Po Box 7999, Saint Cloud Mn 56302-7999
519026381	Email/Text: bnc-quantum@quantum3group.com	Feb 03 2023 20:44:00	Quantum3 Group LLC as agent for, Second Round Sub LLC, PO Box 788, Kirkland, WA 98083-0788
519010005	+ Email/PDF: gecsed@recoverycorp.com	Feb 03 2023 20:47:55	Synchrony Bank, c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
519009618	+ Email/PDF: gecsed@recoverycorp.com	Feb 03 2023 20:47:39	Synchrony Bank/Gap, Attn: Bankruptcy Dept, Po Box 965060, Orlando, FL 32896-5060
519009619	+ Email/PDF: tbiedi@PRAGroup.com	Feb 03 2023 20:47:40	The Bureaus Inc, Attn: Bankruptcy, 650 Dundee Rd, Ste 370, Northbrook, IL 60062-2757

TOTAL: 31

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr	*+	Daimler Trust, c/o BK Servicing, LLC, P.O. Box 131265, Roseville, MN 55113-0011

District/off: 0312-2

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519009603	*+	Barclays Bank Delaware, Attn: Bankruptcy, Po Box 8801, Wilmington, DE 19899-8801
519009605	*+	Capital One, Attn: Bankruptcy, Po Box 30285, Salt Lake City, UT 84130-0285
519009606	*+	Capital One, Attn: Bankruptcy, Po Box 30285, Salt Lake City, UT 84130-0285
519009610	*P++	JPMORGAN CHASE BANK N A, BANKRUPTCY MAIL INTAKE TEAM, 700 KANSAS LANE FLOOR 01, MONROE LA 71203-4774, address filed with court., Chase Card Services, Attn: Bankruptcy, Po Box 15298, Wilmington, DE 19850

TOTAL: 0 Undeliverable, 5 Duplicate, 0 Out of date forwarding address

## NOTICE CERTIFICATION

**I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Feb 05, 2023

Signature: /s/Gustava Winters

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 2, 2023 at the address(es) listed below:

Name	Email Address
Denise E. Carlon	on behalf of Creditor NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING dcarlon@kmllawgroup.com bkgroup@kmllawgroup.com
Jamal J Romero	on behalf of Debtor Betsy Rocio Cassiani jromero@scura.com dstevens@scura.com;ecfbkfilings@scuramealey.com;cmartinez@scura.com;vmajano@scura.com;rshah@scura.com;sduarte@scura.com;spereyra@scura.com;bramirez@scura.com;14799@notices.nextchapterbk.com
Marie-Ann Greenberg	magecf@magtrustee.com
Shauna M Deluca	on behalf of Creditor NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING sdeluca@hasbanilight.com hllawpc@gmail.com
U.S. Trustee	USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 5